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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Kajan Johnson, Clarence Dollaway, and
Tristan Connelly, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

Zuffa, LLC, TKO Operating Company, LLC
f/k/a Zuffa Parent LLC (d/b/a Ultimate
Fighting Championship and UFC), and
Endeavor Group Holdings, Inc.,

Defendants.

Case No.: 2:21-cv-01189-RFB-BNW

**PLAINTIFFS' MOTION TO COMPEL
DEFENDANT ENDEAVOR GROUP
HOLDINGS, INC., TO PRODUCE
DOCUMENTS IN RESPONSE TO
PLAINTIFFS' SECOND SET OF
REQUESTS FOR PRODUCTION AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

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Pursuant to Local Rule 26-6 and Federal Rule of Civil Procedure 37, Plaintiffs submit this Motion to Compel Defendant Endeavor Group Holdings, Inc., to Produce Documents in Response to Plaintiffs' Second Set of Requests for Production.

I. INTRODUCTION

Plaintiffs seek an order compelling Defendant Endeavor to comply with its discovery obligations. Endeavor was the partial and, later, full owner of Co-Defendant Zuffa, LLC, and Zuffa Parent, LLC n/k/a TKO Operating Company, LLC (d/b/a Ultimate Fighting Championship and UFC) (collectively, "Zuffa"). The Court denied its prior motion to dismiss. ECF No. 68. Endeavor has not moved to stay discovery nor has the Court stayed discovery as to it. Accordingly, Endeavor is obligated under the Federal Rules to respond to Plaintiffs' discovery requests, conduct a reasonable search, and produce all non-privileged responsive documents located within its possession, custody, or control. Fed. R. Civ. P. 26, 34.

Despite these obligations, Endeavor has refused to participate in the discovery process. It has produced no documents in response to Plaintiffs' First and Second Sets of Requests for Production. Its objection that it *"will not produce any documents in response to [Plaintiffs'] Requests until the Court rules on its" first anticipated, now pending "motion to dismiss"* makes clear that it will not do so absent an order from this Court compelling production. Endeavor Nov. 13, 2023 Resps. & Objs. to Pls' First Set of Requests, Ex. A¹, at 2; Endeavor Jan. 21, 2025 Resps. & Objs. to Pls' Second Set of Requests, Ex. B, at 2 (emphasis added). That violates the Federal Rules of Civil Procedure and seeks to arrogate to Endeavor authority that only this Court possesses.

Endeavor's tactics during the meet-and-confer process confirm that an order compelling production is, unfortunately, necessary. Endeavor has rebuffed every attempt Plaintiffs have made to meet and confer in good faith. It refused to respond to Plaintiffs' letter on these issues at all, citing its belief that it is not a "proper Defendant" in this case. J. Phillips Jan. 23, 2025 Ltr., Ex. C, at nn.1 & 2. It was unprepared—and unwilling—to discuss the issues during a meet-and-confer

¹ All Ex. __ references are to exhibits to the concurrently filed Declaration of Michael Dell'Angelo ("Dell'Angelo Decl.").

conference. *See* M. Dell’Angelo Jan. 13, 2025 Ltr., Ex. D, at 1. Indeed, Endeavor would not even admit that the parties are at an impasse on this issue—despite acknowledging the parties’ opposing views and confirming its unwillingness to change its stance. Dell’Angelo Decl. ¶ 11.

Endeavor’s failure to respond is not excused. Filing a motion to dismiss (or four) does stay discovery. Endeavor’s belief that it should be dismissed from this case does not relieve it of its obligations.

Endeavor’s position is all the more indefensible given the Court’s denial of Endeavor’s prior motion to dismiss, ECF No. 68, and the Court’s statements that discovery into Endeavor’s involvement in the conduct underlying Plaintiffs’ claims is appropriate. *See* ECF No. 69 at 25–26; ECF No. 165 at 5.

Indeed, Endeavor objected to Plaintiffs’ First Set of Discovery Requests as inconsistent with “Plaintiffs’ representation to the Court that they would require only ‘limited discovery’ in connection with this case and would only ‘request some limited discovery.’” Ex. A at 3. Endeavor cited no authority for its contention that Plaintiffs are somehow entitled to *only* “limited discovery” from Endeavor. And it is wrong. Plaintiffs’ entitlement to discovery—and Endeavor’s obligations to produce it—are not limited. Endeavor was—and is—a party to this litigation. Discovery is not stayed.

Nevertheless, in the spirit of compromise and in an attempt to advance discovery, Plaintiffs served their Second Set of Requests for Production—nine targeted Requests focused on Endeavor’s role in the alleged scheme. *See, e.g.*, Ex. B at 12, 13, 14 (seeking documents related to Endeavor’s “role” in certain UFC business activities). But in response to these nine Requests, Endeavor raises the same objections based on its belief that it “is not properly a defendant in this Action” and again categorically refuses to produce responsive documents until the Court rules on its motion to dismiss. *Id.* at 2 (“***Endeavor will not produce any documents in response to these Requests until the Court has ruled on Endeavor’s pending motion to dismiss, or the Court orders otherwise.***”) (emphasis added)).

Endeavor should not benefit from these delay tactics. Plaintiffs have made every attempt to negotiate and compromise with Endeavor. Endeavor has remained recalcitrant. Accordingly,

1 Plaintiffs respectfully move this Court for an order compelling Endeavor to produce documents
 2 responsive to Plaintiffs' Second Set of Requests for Production within 30 days. As noted above,
 3 these nine Requests target documents and information related to Endeavor's involvement in the
 4 conduct giving rise to Plaintiffs' claims, as the parties discussed with the Court.

5 This initial production will help frame the parties' discussions regarding Endeavor's
 6 production of documents responsive to Plaintiffs' First Set of Requests for Production, including
 7 document custodian and search term negotiations. Plaintiffs are hopeful that, with the Court's
 8 intervention on these initial issues, the parties' future discussions regarding Endeavor's discovery
 9 responses and productions will be cooperative and productive. That said, Plaintiffs reserve all
 10 rights to move for additional relief.

11 **II. BACKGROUND**

12 **A. Procedural history giving rise to Endeavor's discovery obligations**

13 Plaintiffs in this action are professional MMA fighters who have fought for the UFC. ECF
 14 No. 118 ¶¶ 34–36. Plaintiffs allege that Zuffa and Endeavor (Zuffa's partial and then full owner)
 15 acquired and use their monopoly and monopsony power in MMA fighter promotions to cause
 16 harm to UFC fighters, fans, and competition writ large. *Id.* ¶¶ 98–146. Plaintiffs seek to represent
 17 a class of similarly situated current and former fighters. *Id.* ¶ 37.

18 Plaintiffs allege that Zuffa and Endeavor ensure that fighters have nowhere to sell their
 19 labor besides the UFC by forcing them into effectively perpetual exclusive contracts, engaging in
 20 retaliation, and acquiring promoters that attempt to compete with the UFC. *Id.* ¶¶ 153, 107–117.
 21 Plaintiffs allege that Zuffa and Endeavor's conduct harms competition not only in the market for
 22 fighter compensation but also in the market for promoting fights. *Id.* ¶ 5. By locking up fighters
 23 and buying would-be rivals, Zuffa and Endeavor have controlled—and reduced—how many
 24 bouts broadcasters can air, and fans can watch. *Id.* ¶ 138. This has driven up the price for both
 25 broadcasts and in-person tickets. *Id.* ¶ 145.

26 Plaintiffs' claims are similar to those in the related case, *Le v. Zuffa, LLC*, No. 2:15-cv-
 27 01045-RFB-BNW. But because Plaintiffs' claims cover the period after the *Le* class ended,
 28 Plaintiffs name Endeavor as a Defendant. *See* ECF No. 118 ¶¶ 1–2. Endeavor purchased 51% of

1 Zuffa in 2016 and the remaining 49% in 2021. *Id.* ¶ 30. Plaintiffs allege that Endeavor directly
 2 participated in the UFC's day-to-day business activities and anticompetitive conduct, including
 3 by overseeing its promotion of live professional MMA bouts and events featuring the professional
 4 MMA fighters in the proposed Class, and negotiating pay-per-view, media, and sponsorship
 5 agreements on behalf of the UFC and its fighters. *See, e.g., id.* ¶¶ 30, 32.

6 Zuffa and Endeavor filed the First Motion to Dismiss the complaint on September 10,
 7 2021. ECF No. 17.

8 The Court denied the motion without prejudice on September 30, 2022. ECF No. 68. At
 9 the hearing on the motion, the Court stated that "there's enough there for the case to proceed, at
 10 least in terms of a motion to dismiss." ECF No. 69 at 25. The Court stated that discovery of
 11 Endeavor would be appropriate prior to ruling on a motion to dismiss Endeavor with prejudice.
 12 *Id.* at 25-26. The Court then stayed the case, in anticipation of appellate review of the class
 13 certification order in *Le. Id.* at 29-30

14 On August 21, 2023, the Court lifted the stay and asked the parties to submit a Joint
 15 Discovery Plan and Scheduling Order. ECF No. 73.

16 Endeavor filed its Second Motion to Dismiss on December 1, 2023. ECF No. 112.
 17 Plaintiffs filed their Amended Complaint against Zuffa, Endeavor, and TKO Operating Company,
 18 LLC, on December 15, 2023. ECF No. 118. Endeavor filed its Third Motion to Dismiss on
 19 February 5, 2024. ECF No. 128. That same day, Defendants Zuffa and TKO answered the
 20 Amended Complaint. ECF No. 129.² On September 30, 2024, as a result of the modified case
 21 schedule, the Court dismissed Endeavor's Third Motion to Dismiss without prejudice. ECF No.
 22 158.

23
 24
 25
 26 ² While Zuffa takes issue with certain aspects of Plaintiffs' allegations regarding the
 27 interrelationship between and structure of Endeavor, TKO, and the Zuffa entities, Zuffa's Answer
 28 admits to many of Plaintiffs' allegations which, among other things, confirm Endeavor's
 ownership and control of Zuffa during the relevant period. ECF No. 128 at 4–5.

1 Endeavor filed its Fourth Motion to Dismiss on October 7, 2024. ECF No. 160. At the
2 October 22, 2024 status conference, the Court affirmed its prior statement that there should be
3 discovery of Endeavor before any renewed motion to dismiss it. ECF No. 165 at 5.

4 **B. The parties reach an impasse regarding Endeavor’s refusal to respond to**
5 **discovery**

6 Plaintiffs served their First Set of Requests for Production on Endeavor on October 13,
7 2023, shortly after the Court lifted the discovery stay and entered the parties’ discovery plan. Ex.
8 E. In response, Endeavor stated that it “will not produce any documents in response to
9 [Plaintiffs’] Requests until the Court has ruled on Endeavor’s”—as yet unfiled—“motion to
10 dismiss, or the Court orders otherwise.” Ex. A at 2. Endeavor also objected that the Requests
11 were overbroad and should be “limited.” *Id.* at 3.

12 In response to each individual Request, Endeavor said either that it “will only produce
13 documents, if any, once a protective order has been entered by the Court in this Action and the
14 Court has resolved whether Endeavor should be subject to discovery as a party in this Action,” or
15 that it would produce no documents at all. *See generally* Ex. A. The Court entered a protective
16 order on January 10, 2024. ECF No. 123.

17 Endeavor did not (and has not) moved to stay discovery nor has the Court stayed
18 discovery *sua sponte*.

19 Plaintiffs sent a detailed discovery letter to Endeavor on December 13, 2024, seeking to
20 schedule a meet and confer on its responses and reiterating that “Endeavor is obligated under the
21 Federal Rules to conduct a reasonable search for and to produce all non-privileged responsive
22 documents located within their possession, custody, or control.” K. Rayhill Dec. 13, 2024 Ltr.,
23 Ex. F, at 1.

24 Plaintiffs’ letter addressed, *inter alia*, Endeavor’s boilerplate, general objections; its
25 objections to individual Requests; and caselaw supporting the propriety of Plaintiffs’ Requests
26 and the inadequacy of Endeavor’s objections. *Id.* at 2–28. The letter also asked Endeavor to
27 identify custodians where it proposed limiting its productions to “specific custodians” in advance
28

1 of the requested call and that Endeavor be prepared with specific information to substantiate its
2 objections on the call. *Id.* at 4, 9–10, 22–23.

3 Plaintiffs served their Second Set of Requests for Production to Endeavor on December
4 20, 2024. Dell’Angelo Decl. ¶ 4. In the spirit of compromise, these nine Requests were narrower,
5 targeting Endeavor’s involvement in the alleged scheme.

6 The parties met and conferred regarding Endeavor’s discovery responses on January 8,
7 2025. Dell’Angelo Decl. ¶ 9. Plaintiffs sent a further discovery letter following the call and
8 noting, “Despite having nearly four weeks to prepare for the meet and confer, Defendants were
9 not prepared to provide substantive responses to Plaintiffs’ letters,” and that Defendants’ tactics
10 “will seriously delay and possibly derail the process.” Ex. D at 1.

11 Endeavor served its responses and objections to Plaintiffs’ Second Set of Requests on
12 January 21, 2025. Ex. B. In its responses, Endeavor again categorically refused to produce
13 documents, reiterating its position that it “will not produce any documents in response to
14 [Plaintiffs’] Requests until the Court has ruled on Endeavor’s motion to dismiss, or the Court
15 orders otherwise.” *Id.* at 2.

16 Endeavor then refused even to respond to Plaintiffs’ December 13, 2024 letter, based on
17 its “objection that Endeavor is neither a proper Defendant nor a proper recipient of party
18 discovery in this case, and a motion to dismiss Endeavor from the case remains pending.” Ex. C.
19 at nn.1 & 2.

20 Plaintiffs wrote to Endeavor regarding its “continuing refusal to respond to or engage in
21 discovery related to Endeavor’s role in the conduct giving rise to Plaintiffs’ claims” on February
22 3, 2025. Dell’Angelo Feb. 3, 2025 Ltr., Ex. G, at 1. In the letter, Plaintiffs outlined the partes’
23 dispute and requested to meet and confer with Endeavor’s counsel pursuant to Local Rule 26-
24 6(c). *Id.* at 1–2. The parties met and conferred by videoconference on February 6, 2025.
25 Dell’Angelo Decl. ¶ 11. During the meet and confer, Endeavor confirmed its position that
26 Endeavor will not participate in discovery until its pending motion to dismiss is resolved. *Id.* ¶ 11.
27 Plaintiffs reiterated their position that discovery is not stayed in this case, and under the
28

1 applicable federal rules and law, Endeavor cannot unilaterally refuse to participate in discovery at
2 this time. *Id.*

3 Plaintiffs made clear their view that the parties have different positions and their
4 understanding that neither party is willing to change its stance. *Id.* Therefore, Plaintiffs stated that
5 the parties have reached an impasse, and the issue is ripe for resolution by the Court. *Id.* Endeavor
6 confirmed that it would not change its position on discovery but refused to acknowledge that the
7 parties are at an impasse. *Id.*

8 In a February 6, 2025 letter, Plaintiffs summarized the call and the parties' positions, and
9 reiterated that the parties had reached an impasse. Dell'Angelo Feb. 6, 2025 Ltr., Ex. H. Endeavor
10 did not respond. Dell'Angelo Decl. ¶ 12.

11 **III. ARGUMENT**

12 **A. Legal Standard**

13 Rule 37 authorizes motions to compel discovery when a party has failed to respond to
14 discovery or cooperate in the discovery process. Fed. R. Civ. P. 37. A motion is proper "when a
15 timely discovery request has been served, the opposing party has not responded or has
16 inadequately responded, and the moving party has attempted in good faith to resolve any dispute
17 about the adequacy of the discovery responses without the court's intervention." *King v.*
18 *Calderwood*, 2015 WL 7566679, at *2 (D. Nev. Nov. 24, 2015) (citing Fed. R. Civ. P. 37(a)).
19 Rule 37(a) provides relief where "a party fails to produce documents . . . as requested under Rule
20 34." Fed. R. Civ. P. 37(a)(3)(B)(iv). For purposes of that subdivision, "an evasive or incomplete
21 disclosure, answer, or response must be treated as a failure to disclose, answer, or respond." Fed.
22 R. Civ. P. 37(a)(4).

23 **B. Endeavor must respond to discovery**

24 Endeavor is a party to this litigation. It has been a party since Plaintiffs filed their initial
25 complaint in 2021. ECF No. 1. The parties held their Rule 26(f) conference on August 2, 2021.
26 ECF No. 51 at 1. Although the Court stayed the case in 2022 as the parties litigated the *Le* matter,
27 that stay was lifted in August 2023. ECF No. 73. Discovery has been open since.

1 That means Endeavor must participate in discovery. It must respond to Plaintiffs’ properly
 2 served discovery requests, conduct a reasonable search, and produce all non-privileged responsive
 3 documents within its possession, custody, or control. Fed. R. Civ. P. 26, 34.

4 Despite these obligations, Endeavor has refused to participate in the discovery process.³ It
 5 has refused to produce documents in response to Plaintiffs’ First and Second Sets of Requests for
 6 Production. Its responses and objections to Plaintiffs’ Requests—and its statements during the
 7 meet-and-confer process—make clear that it will not do so unless compelled by the Court. *See*
 8 *supra*, § II.B; *King*, 2015 WL 7566679, at *2 (motion to compel proper where “the moving party
 9 has attempted in good faith to resolve any dispute about the adequacy of the discovery responses
 10 without the court’s intervention”); Fed. R. Civ. P. 37(a)(3)(B)(iv) (relief appropriate where “a
 11 party fails to produce documents . . . as requested under Rule 34”).

12 **C. Endeavor’s failure to respond to discovery is not excused**

13 Endeavor’s position—that it has no obligation to respond to discovery because it intended
 14 to, and then did, file a motion to dismiss—is not supported by the law, rules, or directives of the
 15 Court regarding the conduct of discovery.

16 Filing a motion to dismiss does not stay discovery. As this Court stated in *Tsatas v.*
 17 *Airborne Wireless Network, Inc.*, “The Federal Rules of Civil Procedure do not [] provide for
 18 automatic or blanket stays of discovery just because a potentially dispositive motion is pending.”
 19 No. 2:20-cv-02045-RFB-BNW, ECF No. 48 at 2 (D. Nev. Apr. 9, 2021) (citing *Skellerup Indus.*
 20 *Ltd. v. City of L.A.*, 163 F.R.D. 598, 600-01 (C.D. Cal. 1995)); *accord Tradebay, LLC v. eBay,*
 21 *Inc.*, 278 F.R.D. 597, 601 (D. Nev. 2011) (“The Federal Rules of Civil Procedure do not provide
 22 for automatic or blanket stays of discovery when a potentially dispositive motion is pending.”).

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 24
 25 ³ Although Defendants served a document entitled “Defendants Zuffa, LLC, and
 26 Endeavor Group Holdings, Inc.’s Initial Disclosures Pursuant to FRCP 26(a)(1)” on October 13,
 27 2023, the document cites no Endeavor-specific personnel under Rule 26(A)(1)(A)(I) and no
 28 Endeavor-specific document categories or locations under Rule 26(A)(1)(A)(II). *See* Ex. I at 1–3,
 10–11. These evasive and incomplete disclosures “must be treated as a failure to disclose.” Fed.
 R. Civ. P. 37(a)(4).

1 In fact, a dispositive motion ordinarily does *not* warrant a stay of discovery. *See Twin City*
 2 *Fire Ins. v. Employers of Wausau*, 124 F.R.D. 652, 653 (D. Nev. 1989); *Turner Broadcasting*
 3 *System, Inc. v. Tracinda Corp.*, 175 F.R.D. 554, 556 (D. Nev. 1997). *See also Gray v. First*
 4 *Winthrop Corp.*, 133 F.R.D. 39, 40 (N.D. Cal. 1990) (“Had the Federal Rules contemplated that a
 5 motion to dismiss under [Rule] 12(b)(6) would stay discovery, the Rules would contain a
 6 provision to that effect.”).

7 Endeavor’s belief that it “is neither a proper Defendant nor a proper recipient of party
 8 discovery in this case” does not relieve it of its obligations under the Rules. *See* Ex. C at 1 nn.1 &
 9 2.

10 Endeavor’s position is all the more indefensible given this Court’s statements that
 11 discovery into Endeavor’s involvement in the underlying conduct is an appropriate subject of pre-
 12 motion-to-dismiss discovery. *See* ECF No. 69 at 25-26; ECF No. 165 at 5.

13 **D. Plaintiffs request an order compelling Endeavor to immediately produce**
 14 **documents responsive to Plaintiffs’ Second Set of Requests for Production**

15 Endeavor should be compelled to produce all non-privileged documents in its possession,
 16 custody, or control responsive to Plaintiffs’ Second Set of Requests for Production.

17 As discussed above, these nine Requests target Endeavor’s involvement in the conduct
 18 giving rise to Plaintiffs’ claims—discovery the parties discussed with the Court at the hearing on
 19 Defendants’ First Motion to Dismiss, *see* ECF No. 69 at 25–26, and the October 22, 2024 status
 20 conference, *see* ECF No. 165 at 5.

21 For example, Request Nos. 85, 86, and 87 seek documents and communications about
 22 Endeavor’s role in producing and distributing UFC Events, including negotiations with broadcast
 23 and distribution partners and Endeavor’s costs and expenses associated with producing the events.
 24 Ex. B at 12–14. Request No. 88 seeks documents related to Endeavor’s role in operating the
 25 UFC’s Fight Pass streaming platform—another form of UFC Event distribution—including
 26 Endeavor’s employees’ roles in its operation. *Id.* at 14. Request Nos. 91 and 92 seek documents
 27 and communications related to the operation and creation of UFC Apex, an event space owned
 28 and operated by an Endeavor subsidiary. *Id.* at 17. Request No. 93 seeks documents and

1 communications related to changes in the UFC’s broadcast rights revenue, including changes
2 related to pay-per-view revenues following certain deals between the UFC and broadcasters. *Id.* at
3 18.

4 These documents are directly relevant to the alleged scheme and Endeavor’s role in it.
5 Plaintiffs allege that the conduct at issue harms competition not only in the market for fighter
6 compensation but also in the market for promoting fights, and that these anticompetitive harms
7 are mutually reinforcing. ECF No. 118 ¶ 5. Plaintiffs allege that Endeavor directly participated in
8 the scheme by, *inter alia*, overseeing the promotion and distribution of UFC Events, including
9 negotiating with broadcasters, producing events, and negotiating pay-per-view, media, and
10 sponsorship agreements on behalf of the UFC and fighters. *See, e.g., id.* ¶¶ 30, 32. These
11 Requests speak directly to that conduct.

12 Request Nos. 89 and 91 seek documents and communications related to Endeavor’s
13 business strategies for the UFC, including analyses of UFC Fighter compensation,
14 counterprogramming other MMA Promoters’ events, and acquisition strategies. Ex. B at 15, 17.
15 Plaintiffs allege that the UFC used its monopoly and monopsony power to suppress fighter wages
16 and undermine would-be competitor promotions. These Requests seek materials directly relevant
17 to this conduct and Endeavor’s role in it.

18 Request No. 90 seeks documents and communications related to certain provisions in the
19 UFC’s contracts with fighters, including evaluations of the effect of these provisions on the
20 UFC’s ability (or inability) to retain UFC Fighters under contract, and the provisions’ benefits to
21 Endeavor. *Id.* at 16. The UFC’s contracts with fighters are central to Plaintiffs’ allegations and
22 anticipated proof. Documents and communications discussing, negotiating, or interpreting
23 them—or analyzing their impact—are directly relevant to Plaintiffs’ claims. To the extent
24 Endeavor has any such documents in its files, that is highly relevant and probative of its
25 involvement in the alleged scheme.

26 Request No. 94 seeks documents and communications related to certain claims in
27 Endeavor’s SEC filings pertaining to the UFC, including how Endeavor “owned and managed”
28 the UFC, and Endeavor’s acquisition strategy. *Id.* at 19. These documents speak directly to

1 Endeavor's role in overseeing and controlling the UFC, including the alleged scheme.

2 Endeavor's production of documents responsive to these Requests should be without
3 limitation on scope. Endeavor's refusal to participate in the discovery process has halted any
4 progress the parties could—and should—have made towards negotiating the scope of its
5 production, needlessly delaying these proceedings.

6 Despite having Plaintiffs' detailed meet-and-confer letter regarding its responses to
7 Plaintiffs' First Set of Requests for nearly a month, Endeavor was unprepared (or unwilling) to
8 discuss the specifics of—let alone defend—its objections on the parties' call. *See* Ex. D at 1. It
9 has refused to identify custodians after saying it will produce only "specific custodians[']"
10 documents. Ex. A at 19, 20, 42, 43, 46, 50, 65; Ex. F at 9–10, 22–23; Ex. D at 1. It then refused to
11 respond to Plaintiffs' letter based on its belief that it is "neither a proper Defendant nor a proper
12 recipient of party discovery in this case." Ex. C at 1 nn.1 & 2. Indeed, it refused even to
13 acknowledge that the parties are at an impasse regarding its failure to produce documents when
14 they clearly are. Dell'Angelo Decl. ¶ 11.

15 Such dilatory tactics should not be rewarded with still more delay. If Endeavor wished to
16 negotiate the scope of its production, it had many opportunities to do so.

17 Accordingly, Plaintiffs respectfully request that the Court enter an order compelling
18 Endeavor to immediately produce all non-privileged documents in its possession, custody, or
19 control responsive to Plaintiffs' Second Set of Requests and to complete that production within
20 30 days.

21 **IV. CONCLUSION**

22 Plaintiffs respectfully request that the Court grant Plaintiffs' Motion to Compel and enter
23 the concurrently filed [Proposed] Order.

1 Dated: February 17, 2025

Respectfully submitted,

2
3 **BERGER & MONTAGUE, P.C.**

4 /s/ Michael Dell'Angelo

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